

L21000214400

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

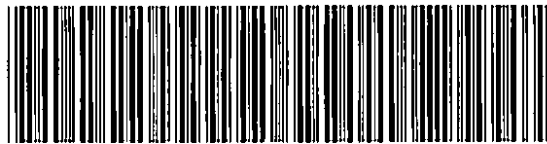
(Document Number)

Certified Copies X

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2022 SEP 30 AM 11:52

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

/Klinger

FILED

2022 SEP 30 PM 1:30

OCT 07 2022

D CON...



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 3, 2022

CogencyGlobal

SUBJECT: EXCEL CALIFORNIA HOLDINGS, LLC
Ref. Number: L21000214400

We have received your document for EXCEL CALIFORNIA HOLDINGS, LLC and the authorization to debit your account in the amount of \$105.00. However, the document has not been filed and is being returned for the following:

PLEASE COMPLETE THE ATTACHED LLC MERGER FORM IN ORDER TO FILE ARTICLES OF MERGER WITH OUR OFFICE.

We are enclosing the proper form(s) with instructions for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist II Supervisor

Letter Number: 122A00021970

2022 OCT -6 PM 4:20
MAIL ROOM



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: I20000000088

Date: 9/30/2022

Name: Merritt Walker

Reference #: 1794324

Entity Name: EXCEL CALIFORNIA HOLDINGS, LLC

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☒ Other CERTIFIED COPY OF THE FILING EVIDENCE

**PLEASE RETAIN THE ORIGINAL
DATE OF SUBMISSION, 9/30/2022**

Authorized Amount: \$105

Signature: *MW*

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TFGN MERGER SUBSIDIARY, LLC	FLORIDA	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____

L22-423601

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
EXCEL CALIFORNIA HOLDINGS, LLC	FLORIDA	LLC
_____	_____	_____

L21-214400

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED
2022 SEP 30 PM 1:30
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

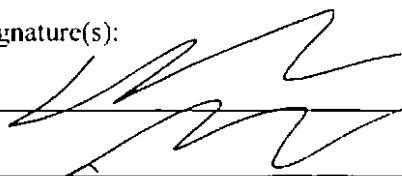
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

EXCEL CALIFORNIA HOLDINGS, LLC



BRYSON RAVER

TFGN MERGER SUBSIDIARY, LLC

BRYSON RAVER

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT, PLAN AND ARTICLES OF MERGER

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER (this "*Plan*") dated September 30, 2022, by and among **EXCEL CALIFORNIA HOLDINGS, LLC**, a Florida limited liability company ("*Excel*"), having its principal place of business at 217 N. Howard Avenue, Suite 200, Tampa, Florida 33606, **TFGN MERGER SUBSIDIARY, LLC**, a Florida limited liability company ("*TFGN*"), having its principal place of business at 217 N. Howard Avenue, Suite 200, Tampa, Florida 33606 (Excel and TFGN being hereinafter collectively referred to as the "*Constituent Companies*"), and **THE FACILITIES GROUP NATIONAL, LLC**, a Florida limited liability company and sole member of TFGN ("*The Facilities Group National*"), having its principal place of business at 217 N. Howard Avenue, Suite 200, Tampa, Florida 33606.

WITNESSETH:

WHEREAS, Excel is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on May 14, 2021;

WHEREAS, TFGN is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on September 30, 2022;

WHEREAS, the requisite Class A Members of Excel deem it advisable and in the best interests of the Constituent Companies that TFGN be merged with and into Excel as the surviving company, and such Class A Members have duly approved the execution, delivery and performance of this Plan; and

WHEREAS, the respective Member and Board of Managers of TFGN deem it advisable and in the best interests of the Constituent Companies that TFGN be merged with and into Excel as the surviving company, and such Member and Board of Managers have duly approved the execution, delivery and performance of this Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. **MERGER AND NAME OF SURVIVING COMPANY.** At the Effective Date, as hereinafter defined, TFGN shall be merged with and into Excel which is hereby designated as the "*Surviving Company*." The Surviving Company's name shall be "**EXCEL CALIFORNIA HOLDINGS, LLC**."

2. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the merger are as follows:

(a) The Constituent Companies shall be a single company, which shall be Excel California Holdings, LLC, the company designated herein as the Surviving Company.

(b) The separate existence of TFGN shall cease.

(c) The Surviving Company shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of each Constituent Company. All of the rights, privileges, powers and franchises of each Constituent Company, and all property, real, personal, intellectual and mixed, and all debts due to either Constituent Company on whatever account, belonging to each Constituent Company shall be vested in the Surviving Company. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company just as they were of the respective Constituent Companies. The title to any real estate vested by deed or otherwise in either Constituent Company shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property of either Constituent Company shall be preserved unimpaired. All debts, liabilities and duties of the respective Constituent Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against either Constituent Company shall be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in such action or proceeding.

(d) All acts, plans, policies, contracts, approvals and authorizations of TFGN and its managers, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to TFGN.

(e) The assets, liabilities, reserves and accounts of each Constituent Company shall be recorded on the books of the Surviving Company at the amounts at which they, respectively, shall then be carried on the books of such Constituent Company subject to such adjustments as may be appropriate in giving effect to the merger.

(f) The Board of Managers and officers of Excel as of the Effective Date shall be the Board of Managers and officers of the Surviving Company.

3. TREATMENT OF UNITS.

(a) Any and all issued and outstanding Units of TFGN at the Effective Date shall remain outstanding and become the Units of the Surviving Company.

(b) Each issued and outstanding Class A Unit of Excel (each an "*Excel Class A Unit*") at the Effective Date shall be converted into one Class A Unit of The Facilities Group National (each a "*TFG National Class A Unit*"), without any action on the part of the holder thereof.

(c) Each issued and outstanding Class B Unit of Excel (together with the Excel Class A Units, the "*Excel Units*") at the Effective Date shall be converted into one Class B Unit of The Facilities Group National (together with the TFG National Class A Units, the "*TFG National Units*"), without any action on the part of the holder thereof.

(d) Upon conversion of the Excel Units into the TFG National Units in accordance with this Section 3, each holder of the TFG National Units will become a member of The Facilities Group National. Pursuant to Chapter 605 of the Florida Statutes, any person who becomes a member of The Facilities Group National is deemed to assent to, is bound by, and may enforce the Operating Agreement of The Facilities Group National, regardless of whether the member executed such Operating Agreement.

4. ARTICLES OF ORGANIZATION; OPERATING AGREEMENT. The Articles of Organization of TFGN as existing and constituted immediately prior to the Effective Date shall be and constitute the Articles of Organization of the Surviving Company except that Article I of such Articles of Organization shall be amended to provide that the name of the Surviving Company shall be Excel California Holdings, LLC. The Operating Agreement of TFGN as existing immediately prior to the Effective Date shall constitute the Operating Agreement of the Surviving Company.

5. APPROVALS. This Plan was approved by each domestic merging entity, and the respective requisite Members of each Constituent Company and the Board of Managers of TFGN, on September 30, 2022 in accordance with the laws of the State of Florida. The votes were sufficient for approval.

6. APPRAISAL PAYMENT. The Surviving Company hereby agrees to pay any members of the Constituent Companies with appraisal rights the amount to which such members are entitled under the provisions of Chapter 605 of the Florida Statutes.

7. EFFECTIVE DATE. This Plan and the merger contemplated hereunder shall become effective upon the filing of this Plan with the Florida Secretary of State in accordance with the Florida Limited Liability Company Act. The date on which such merger shall become effective is herein called the "*Effective Date*."

8. OTHER PROVISIONS WITH RESPECT TO MERGER.

(a) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the managers and members of the Constituent Companies, by mutual consent of the Constituent Companies, expressed by action of their respective managers and members.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, this Plan may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(c) This Plan and the legal relations between the parties hereto shall be governed by and construed exclusively in accordance with the laws of the State of Florida.

(d) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated above.

EXCEL CALIFORNIA HOLDINGS, LLC

a Florida limited liability company

By: 

Name: Bryson Raver

Title: Manager

TFGN MERGER SUBSIDIARY, LLC

a Florida limited liability company

By: 

Name: Bryson Raver

Title: Manager

THE FACILITIES GROUP NATIONAL, LLC

a Florida limited liability company

By: 

Name: Bryson Raver

Title: Manager